


This instrument prepared by: Jack P. Stephenson, Jr., 420 20th Street North, Suite 3100  
Birmingham, Alabama 35203

STATE OF ALABAMA )  
SHELBY COUNTY )

  
20060720000351170 1/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
07/20/2006 11:06:37AM FILED/CERT

**Reli, Inc.**  
the TITLE and CLOSING PROFESSION  
3595 Grandview Parkway, Suite  
Birmingham, AL 35243  
**N T C 0600360**

### WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS:** That for and in consideration of One Million Four Hundred Nine Thousand One Hundred and No/100 Dollars (\$1,409,100.00) and other good and valuable consideration to the undersigned **CHELSEA PARK, INC.** an Alabama limited liability company ("Grantor"), in hand paid by **CHELSEA PARK HOMES, INC.**, an Alabama corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents grant, bargain, sell and convey unto the said Grantee the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 6-5 through 6-19, inclusive, Lots 6-83 through 6-86, inclusive, and Lots 6-103 through 6-125, inclusive, according to the subdivision plat of Chelsea Park, 6<sup>th</sup> Sector, as recorded in Map Book 37, Page 13 (the "Plat") in the Office of the Judge of Probate of Shelby County, Alabama.

**The entire purchase price stated herein was paid from the proceeds advanced from a Mortgage Loan closed contemporaneously herewith.**

This conveyance is subject to:

1. 2006 ad valorem taxes which have accrued but are not yet due and payable; and
2. The Declaration of Easements and Master Protective Covenants of Chelsea Park, a Residential Subdivision, executed by Grantor and filed for record as Instrument # 20041014000566950 in the Probate Office of Shelby County, Alabama.
3. Declaration of Covenants, Conditions, and Restrictions for Chelsea Park 3rd Sector executed by Grantor and Chelsea Park Residential Association, Inc. and recorded as Instrument #20041014000566970 in the Probate Office of Shelby County, Alabama as amended and supplemented by the Supplemental Declaration recorded as Instrument #2006 0720 000 351160.
4. Easements, covenants, restrictions, rights of way and other matters of record which pertain to this Property.

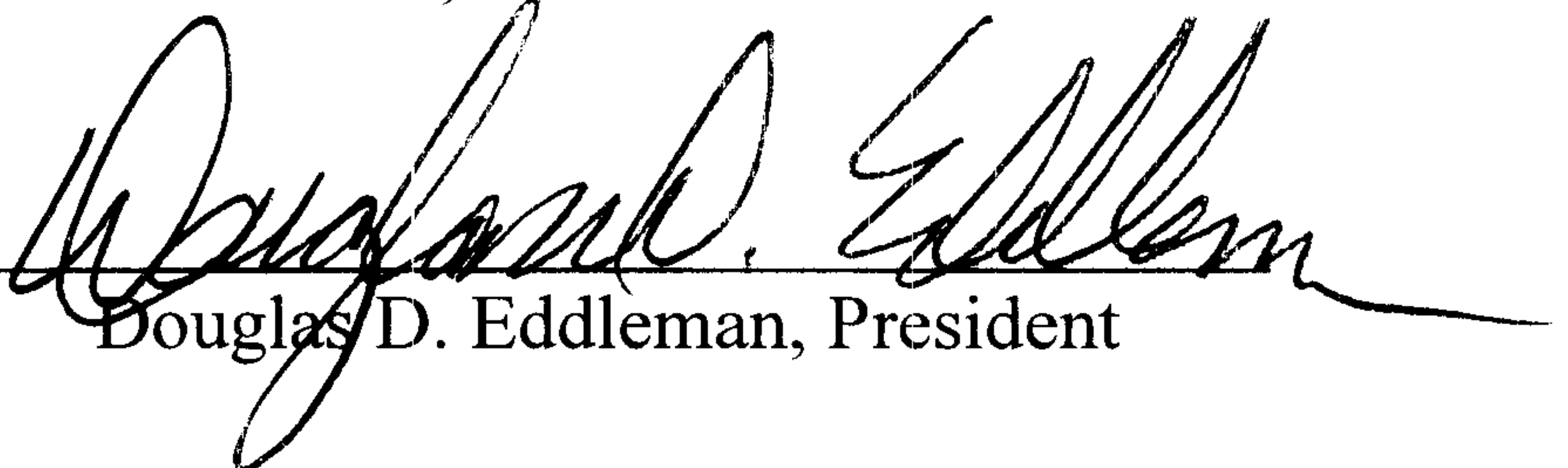
This conveyance is made with the express reservation and condition that the Grantee, for itself and on behalf of its successors, assigns, contractors, permittees, licensees and lessees, hereby releases and forever discharges Grantor, its successors and assigns, from any and all liability claims and causes of action whether arising at law (by contract or tort) or in equity with respect to damage or destruction of property and injury to or death of any person located in, on, or under the surface of or over property herein conveyed, as the case may be, which are caused by, or arise as a result of, past or future soil, subsoil, or other conditions (including, without limitation, sinkholes, underground mines and limestone formations) under or on the subject

property, whether contiguous or non-contiguous; provided however that this provision and the release from liability set forth herein is inapplicable to changes in soil, surface and/or subsurface conditions resulting from or arising out of development or construction activities conducted by Grantor or its affiliates under or upon the subject property or any property surrounding, adjacent to, or in close proximity with, the subject property. For purposes of this paragraph, Grantor shall mean and refer to Chelsea Park, Inc., Chelsea Park Properties, Ltd. and (i) their directors, officers, and employees and (ii) any successors and assigns of Chelsea Park, Inc. or Chelsea Park Properties, Ltd.


**TO HAVE AND TO HOLD** to the said Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, the said Grantor has duly executed this conveyance on this the 28<sup>th</sup> day of June, 2006.

CHELSEA PARK, INC.


By:   
Douglas D. Eddleman, President

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

  
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I, the undersigned, a Notary Public in and for said County in said State hereby certify that Douglas D. Eddleman, whose name as President of Chelsea Park, Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, in his capacity as such president, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 28<sup>th</sup> day of June, 2006.

  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Dec 1, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS